Judge: Marc L. Barreca
Chapter: Chapter 7
Hearing Date: ex parte

UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE

In re: ADAM GROSSMAN., Debtor.	Case No. 10-19817 DECLARATION OF DENICE MOEWES IN SUPPORT OF EX PARTE MOTION BY TRUSTEE FOR ORDER TO SHOW CAUSE RE: CIVIL CONTEMPT AND SANCTIONS AGAINST KEY WEST FINANCIAL AND MEMORANDUM OF POINTS AND AUTHORITIES

DENICE MOEWES declares under penalty of perjury of the laws of the State of Washington as set forth below.

1. I am an attorney at the law firm of Wood & Jones, P.S. We represent the Chapter 7 Trustee, Ronald Brown.

2. Attached hereto as Exhibit “1” is a true and correct copy of the Decree of Dissolution dated December 14, 2010 Exhibit “1”.

3. Attached hereto as Exhibit “2” is a true and correct copy of the Agreement of Sale dated December 16, 2010 and the Amendment to Agreement of Sale of December 16, 2010.

4. Attached hereto as Exhibit “3” is a true and correct copy of the subpoena that was served on Keywest Financial, LLC on March 30, 2011 along with the Application for a 2004 Order Requiring Production of Documents from Keywest Financial, LLC. (docket #131).

Signed and dated this 16th day of September, 2011.

WOOD & JONES, P.S.
s/ Denice Moewes
Denice Moewes, WSB #19464
Attorney for Trustee

Wood & Jones, P.S.
303 N. 67th Street
Seattle WA 98103
(206) 623-4382

EXHIBIT "1"

IN THE SUPERIOR COURT OF WASHINGTON
IN AND FOR KING COUNTY

In re the Marriage of: JILL IRINA BORODIN, Petitioner, and ADAM REED GROSSMAN, Respondent.	NO. 09-3-02955-9 SEA **DECREE OF DISSOLUTION (Marriage)** **[X] CLERK'S ACTION REQUIRED** **[X] LAW ENFORCEMENT NOTIFICATION, ¶ 3.10 BELOW**

I. JUDGMENT/ORDER SUMMARIES

1.1 RESTRAINING ORDER SUMMARY.

Restraining Order Summary is set forth below:

Name of person(s) restrained:	ADAM R. GROSSMAN
Name of person(s) protected:	JILL I. BORODIN
See paragraph 3.10	

Violation of a Restraining Order in Paragraph 3.10 Below With Actual Knowledge of its Terms is a Criminal Offense Under Chapter 26.50 RCW and Will Subject the Violator to Arrest. RCW 26.09.050.

ORIGINAL

1.2 REAL PROPERTY JUDGMENT SUMMARY.

Real Property Judgment Summary is set forth below:

Assessor's property tax parcel number: 020850-0100-8 (Washington home)

1.3 MONEY JUDGMENT SUMMARY.

A.	Judgment Creditor	Jill I. Borodin
B.	Judgment Debtor	Adam Reed Grossman
C.	Principal Judgment Amount (Property Settlement)	~~$56,405~~ [illegible] TBD
D.	Interest to date of Judgment	N/A
E.	Attorney's Fees	
F.	Costs	N/A
G.	Other Recovery Amount:	
H.	Principal judgment shall bear interest at 12% per annum.	
I.	Attorney's fees, costs and other recovery amounts shall bear interest at 12% per annum.	
J.	Attorney for Judgment Creditor	Karma L. Zaike
K.	Attorney for Judgment Debtor	Emily J. Tsai

END OF SUMMARIES

II. BASIS

Findings of Fact and Conclusions of Law have been entered in this case.

III. DECREE

IT IS ***DECREED*** that:

3.1 STATUS OF THE MARRIAGE.

The marriage of the parties is hereby dissolved. Further references to the "Wife" shall be synonymous with the Petitioner, JILL I. BORODIN. Further references to the "Husband" shall be synonymous with the Respondent, ADAM R. GROSSMAN.

3.2 REAL PROPERTY.

3.2.1 6821 39th Avenue NE, Seattle, Washington. The court finds that this property is community property. This property was purchased by the parties during their marriage. The court acknowledges that the husband signed a Quit Claim deed to the home in June, 2005. **Exhibit 55.** However, first and second mortgages on the home (Exhibits 29 and 30 respectively) were arranged by the husband, held only in the Wife's name, and the loan proceeds of $101,617 were taken from the equity of the home and transferred to husband's businesses. (Exhibits 3, pg. 30, 349, 351, Tab F). The only testimony as to the value of the home was presented by the Wife to be $480,000. There was no dispute that there were two mortgages which totaled over $600,000 leaving negative equity of $120,000, which is a community debt.

This property is awarded to the Wife as her sole and separate property, free and clear of any interest in the Husband. The Wife shall henceforth assume and pay all taxes, utilities, insurance, mortgage and other obligations on said property and hold the Husband harmless and indemnify him from any liability thereon.

3.2.2 868 Montcrest Drive, Redding, CA. **Exhibit 351, Tab E, p. 31** The court finds that this property was purchased with community funds and is community property. This property is awarded to the wife.

The husband shall immediately sign all documents necessary to effectuate a prompt transfer of this property to the wife. If the Husband refuses to cooperate with immediate transfer of the property to the Wife, then attorney Krystina Larch or Margaret Doyle Fitzpatrick are appointed pursuant to CR 70 as a Commissioner in Fact to sign any necessary documents in the husband's stead.

The husband shall have the affirmative duty to disclose all aspects of ownership of the property to the wife and he shall further cooperate in signing any documents necessary to transfer the home to the Wife. The husband shall report the sale on his tax return and he shall bear any tax consequences of the sale.

3.2.3 20710 Glennview Drive, Cottonwood, CA. The court finds that this property was purchased during the marriage and is community property. This property is awarded to the husband.

3.2.4 1679 Strauss Lane, Redding, Ca. The court finds that this property, which was purchased by husband in 1989 before marriage, is the husband's separate property. The Husband shall assume and pay all taxes, utilities, insurance, mortgage and other obligations on said property. Because the husband has a HELOC in both his and wife's name, Husband shall immediately refinance this property to remove the wife's name from the mortgage.

3.2.3 773 Metro Way, Redding, Ca. Ths home was inherited by Mr. Grossman during the marriage and the court finds that this is his separate property. The home shall be awarded to the husband free and clear of any interest in the wife. The Husband shall henceforth assume and pay all taxes, utilities, insurance, mortgage and other obligations on said property and hold the Wife harmless and indemnify her from any liability thereon. If there are undisclosed liens on the 868 Montcrest property or the 20710 Glennview property that the husband fails to immediately remove, then this property may be sold to satisfy the liens.

3.3 EMPLOYMENT BENEFITS.

Each party shall retain as his or her sole and separate property, free and clear of any interest in the other, all those rights and benefits which have been derived as the result of his or her past or present employment, union affiliations, military service, United States or other citizenship and/or residence within a state including, but not limited to:

Various forms of insurance, right to social security payments, welfare payments, unemployment compensation payments, disability payments, Medicare and Medicaid payments, retirement benefits, sick leave benefits, educational benefits and grants, interests in health or welfare plans, interests in profit-sharing plans, and all other legislated, contractual and/or donated benefits, whether vested or non-vested and whether directly or indirectly derived through the activity of that specific party; provided, however, that said benefit or benefits have not been otherwise divided below. Each party is specifically awarded his or her own retirement and 401(k)/403(b) benefits.

3.4 PROPERTY TO BE AWARDED TO THE HUSBAND.

The Husband is awarded as his separate property, as shown in exhibit A attached, free and clear of any right, title or claim of the Wife, the following property, and the Wife hereby quit claims and conveys all of said property to the Husband. This Decree, when executed, shall serve as a document of conveyance from the Wife to the Husband of the following property:

KG GA

3.4.1 All furniture, furnishings, clothing, personal items and personal property of any description presently in his possession.

3.4.2 All bank accounts, savings accounts and credit union accounts in his name only.

3.4.3 All life insurance policies insuring his life, for which the Wife is hereby divested of any interest as beneficiary.

3.4.4 The following automobile: 2005 Chevrolet Malibu. The Husband shall become solely obligated for all payments due or which may become due for the use, operation, maintenance and financing thereof, and shall hold the Wife harmless thereon.

3.4.5 Any property acquired by the Husband prior to marriage or subsequent to the date of the parties' separation unless otherwise specifically awarded to the Wife herein.

3.4.6 All right, title and interest in and to the business known as Terrington Davies LLC, Terrington Davies Capital Management LLC, Terrington Davies Tanager Fund LP and Ptarmigan Fund and all assets thereto, including but not limited to bank accounts, accounts receivables, work in progress. The Husband shall hold the Wife harmless and indemnify her from any debts associated with these businesses.

3.5 PROPERTY TO BE AWARDED TO THE WIFE.

The Wife is awarded as her separate property as shown in exhibit A attached, free and clear of any right, title or claim of the Husband, the following property, and the Husband hereby quit claims and conveys all of said property to the Wife. This Decree, when executed, shall serve as a document of conveyance from the Husband to the Wife of the following property:

3.5.1 All furniture, furnishings, clothing, personal items and personal property of any description presently in her possession.

3.5.2 All bank accounts, savings accounts and credit union accounts in her name only.

3.5.3 All life insurance policies insuring her life, for which the Husband is hereby divested of any interest as beneficiary.

3.5.4 The Fidelity account -7955 with an approximate balance of $236 (Ex 302). The husband shall cooperate in signing any documents needed to permanently close this account.

3.5.5 The following automobile: 2001 Toyota. The Wife shall become solely obligated for all payments due or which may become due for the use, operation, maintenance and financing thereof, and shall hold the Husband harmless thereon.

3.5.6 The Wife's 403(b) retirement account.

3.5.7 Any property acquired by the Wife prior to marriage or subsequent to the date of the parties' separation.

3.5.8 The Fidelity Roth IRA -8269 and Fidelity -1338 held in the wife's name.

~~3.5.9 Cash property settlement of $56,405 to equalize the property division payable by the husband to the wife. The Wife shall have a judgment against the Husband for this amount.~~

3.6 LIABILITIES TO BE PAID BY THE HUSBAND.

Unless otherwise provided herein, the Husband shall pay all liabilities incurred by him since the date of separation, which was April 15, 2009.

The Husband shall pay the following community or separate liabilities:

3.6.1 Any and all debt associated with Terrington Davies LLC, Terrington Davies Capital Management LLC, Terrington Davies Tanager Fund LP and Ptarmigan Fund whether said debt was incurred under the business names or the husband's name personally.

3.6.2 The Citibank Student Loan account -1125-70 (Ex 3(b), p. 16, Ex 297.

3.6.3 The following debts:

- Amazon.com Chase account -7314 (Exhibit 286)
- Slate Chase acct -6457 (Ex 287)
- AAA Chase acct – 3915 (Ex 288-89)
- Discover acct -0579 (Ex 290-92)
- Citicard -4425 (Ex 293)

- MIT Worldpoints Bank of America -7336 (Ex 294)

3.6.4 All debts in his name only.

If for any reason the Wife must pay on or has collection taken against her on debts payable by the Husband, the Wife may seek a judgment against the Husband for any amounts she has paid, plus reasonable attorney's fees and court costs. Said judgment may be obtained under this cause number by proof from affidavit on the Family Law Motions Calendar unless the Judge/Commissioner determines to set the matter for testimonial hearing.

If said debts are not so maintained, the Wife shall request the specific sums necessary for maintaining said debts from the Husband and he shall pay these amounts to her as a part of the Court's order for support. The Wife shall in turn make said debt payments. If this fails, the Wife may apply to this Court for judgment against the Husband for these amounts, which judgment may then be enforced by the Wife for the repayment of community debts. Because this paragraph is in lieu of maintenance, these debts may not be discharged in bankruptcy.

The assumption of indebtedness by the Husband above is necessary for the maintenance and support of the Wife and shall be considered a duty directly related to her support; provided, however, that payment of said debts shall not be considered deductible as alimony for income tax purposes by the Husband, nor includable as income by the Wife. The Husband's assumption of indebtedness, however, shall not be dischargeable in bankruptcy so as to allow a third-party creditor to claim against the Wife. Furthermore, the remarriage or death of either party shall not affect or terminate the Husband's obligation to pay these debts.

3.7 LIABILITIES TO BE PAID BY THE WIFE.

Unless otherwise provided herein, the Wife shall pay all liabilities incurred by her since the date of separation, which was April 15, 2009.

The Wife shall pay the following community or separate liabilities:

3.7.1 American express account in wife's name.

3.7.2 Alaska Airlines Visa -7563 and -5286.

3.7.3 U.S. Airways MC.

3.7.4 Citibank mortgages -4673 and -7606.

3.7.5 The SallieMae student loan account -3578-9.

3.8 HOLD HARMLESS PROVISION.

Each party shall hold the other party harmless from any collection action relating to separate or community liabilities set forth above, including reasonable attorney's fees and costs incurred in defending against any attempts to collect an obligation of the other party.

3.9 MAINTENANCE.

Neither party shall pay maintenance to the other.

3.10 CONTINUING RESTRAINING ORDER

A continuing restraining order is entered as follows:

[x] The [x] husband [ ] wife is restrained and enjoined from disturbing the peace of the other party.

[x] The [x] husband [ ] wife is restrained and enjoined from going onto the grounds of or entering the home, work place or school of the other party, or the day care or school of the following named children: Alexandra or Naomi Grossman except as set forth in the Parenting Plan under this cause #.

[x] The [x] husband [ ] wife is restrained and enjoined from knowingly coming within or knowingly remaining within (distance) 500 feet of the home, work place or school of the other party, or the day care or school of these children: Alexandra or Naomi Grossman except as set forth in the Parenting Plan under this cause #.

[x] Adam Grossman is restrained and enjoined from molesting, assaulting, harassing, or stalking Jill Borodin . (The following firearm restrictions apply if this box is checked: Effective immediately and continuing as long as this continuing restraining order is in effect, the restrained person may not possess a firearm or ammunition. 18 U.S.C. § 922(g)(8). A violation of this federal firearms law carries a maximum possible penalty of 10 years in prison and a $250,000 fine. An exception exists for law enforcement officers and military personnel when carrying department/government-issue firearms. 18 U.S.C. § 925(a)(1).)

Violation of a Restraining Order in Paragraph 3.8 With Actual Knowledge of its Terms Is a Criminal Offense Under Chapter 26.50 RCW and Will Subject the Violator to Arrest. RCW 26.09.060.

[x] **Clerk's Action**. The clerk of the court shall forward a copy of this order, on or before the next judicial day, to: Seattle Police Department law enforcement agency which shall enter this order into any computer-based criminal intelligence system available in this state used by law enforcement agencies to list outstanding warrants. **(A law enforcement information sheet must be completed by the party or the party's attorney and provided with this order before this order will be entered into the law enforcement computer system.)**

Service

[x] The restrained party or attorney appeared in court or signed this order; service of this order is not required.

[ ] The restrained party or attorney did not appear in court; service of this order is required.

The protected party must arrange for service of this order on the restrained party. File the original Return of Service with the clerk and provide a copy to the law enforcement agency listed above.

Expiration

This restraining order expires on: (month/day/year) December 14, 2020.

This restraining order supersedes all previous temporary restraining orders in this cause number.

[x] Any temporary restraining order signed by the court in this cause number is terminated. ***Clerk's Action***. The clerk of the court shall forward a copy of this order, on or before the next judicial day, to: Seattle Police Department law enforcement agency where ***Petitioner*** resides which shall enter this order into any computer-based criminal intelligence system available in this state used by law enforcement agencies to list outstanding warrants.

Full Faith and Credit

Pursuant to 18 U.S.C. § 2265, a court in any of the 50 states, the District of Columbia, Puerto Rico, any United States territory, and any tribal land within the United States shall accord full faith and credit to the order.

3.11 PROTECTION ORDER.

Does not apply.

3.12 JURISDICTION OVER THE CHILDREN.

The Court has jurisdiction over the children as set forth in the Findings of Fact and Conclusions of Law.

3.13 PARENTING PLAN.

The parties shall comply with the Permanent Parenting Plan signed by the Court on this date. The Parenting Plan signed by the Court is approved and incorporated as part of this Decree.

3.14 CHILD SUPPORT.

Child support shall be paid in accordance with the Order of Child Support signed by the Court on this date. This Order is incorporated as part of this Decree.

3.15 ATTORNEY'S FEES, OTHER PROFESSIONAL FEES AND COSTS.

Attorney's fees shall be awarded to the Wife based on the husband's intransigence in this matter in failing to provide discovery concerning his businesses. The Wife's financial expert, Steven Kessler, testified that he was unable to render an opinion of value of the Husband's businesses because the Husband refused to provide the requested documentation. Counsel for the Wife shall submit an attorney fee declaration within 10 days of the date of this order and the court shall determine the reasonable fee award

3.16 NAME CHANGES.

Does not apply.

3.17 OTHER. [illegible] [illegible]

3.17.1 Undisclosed Debts. Any debt or obligation, not specifically awarded herein, incurred by either party, shall be the sole and separate obligation of the party who incurred it and who failed to disclose it in this Decree. If an undisclosed debt was incurred by the parties jointly, then the parties shall remain jointly liable.

3.17.2 Undisclosed Assets. There are no known assets (i.e., bank accounts, retirement accounts, investment accounts, etc.) which have not been divided by the parties prior to the date of this Decree or by this Decree. Any assets owned by the parties on the date of this Decree which either party has failed to disclose shall be divided 50/50 by the court upon motion by either party.

3.17.3 Revocation of Wills, Powers of Attorney and Other Instruments. All previous wills, powers of attorney, contracts and community property agreements between the parties hereto are hereby revoked and the parties are prohibited from exercising same.

3.17.4 Federal Income Tax. The parties shall file separately for the year 2010. The Wife shall claim the interest deduction for all house payments made on the Seattle house during tax year 2010. In the event that any prior income tax returns of the parties should be audited for any year during the marriage, any additional tax found to be due (including penalties and interest) shall be paid equally 50/50 by the parties, and any refund due shall be divided 50/50.

3.17.5 Warranty Against Liens. Each party warrants to the other that there are no undisclosed liens, encumbrances, or defects of title attached to or affecting any of the property awarded to the other party herein. Should any encumbrances, liens or clouds of title created or incurred prior to the date of recording this Decree exist but not be disclosed herein, the party incurring the encumbrance, lien or clouds of title shall be responsible and shall pay all costs (including attorney's fees) for removing the lien, encumbrance or cloud of title from the property. Should the encumbrance, lien or cloud of title have been acquired or incurred jointly, each party shall pay for one-half of the encumbrance, lien or cloud of title and one-half of the attorney's fees and costs incurred in removing the encumbrance, lien or cloud of title from the property.

3.17.6 Performance of Necessary Acts. Each party shall execute any and all deeds, bills of sale, endorsements, forms, conveyances or other documents, and perform any act which may be required or necessary to carry out and effectuate any and all of the purposes and provisions herein set forth. Upon the failure of either party to execute and deliver any such deed, bill of sale, endorsement, form, conveyance or other document to the other party, the Decree shall constitute and operate as such properly executed document. The County Auditor and any and all other public and private officials are authorized and directed to accept the Decree or a properly certified copy thereof in lieu of the document regularly required for the conveyance or transfer.

3.17.7 **Protective order for wife's confidential health care records**. Testimony revealed that the husband had obtained confidential health care records belonging to the Wife associated with marital therapy. Mr. Grossman is ordered to immediately turn over all copies in his possession to Rabbi Borodin's attorney any documents in his possession or over which he has control related to marital counseling or any other medical or mental health record. Mr. Grossman shall destroy and confirm in a sworn statement to Rabbi Borodin that he has destroyed all electronic versions of any health care records. The making of additional copies shall be prohibited, in any format or means, including digitization, scanning, Xeroxing, photographing, etc., except as stated above.

DATED: 12/14/10

JUDGE MARIANE SPEARMAN

Petitioner or Petitioner's Attorney:
A signature below is actual notice of this order.
[X] Presented by:

MICHAEL W. BUGNI & ASSOC., PLLC

KARMA L. ZAIKE, WSBA#31037
Attorney for Petitioner/Wife
Date: 12/14/2010

JILL L. BORODIN,
Petitioner/Wife
Date: Dec 14, 2010

Respondent or Respondent's Attorney:
A signature below is actual notice of this order.
[X] Approved for Entry:
[X] Notice for presentation waived:

I have not read this.

EMILY J. TSAI, WSBA #21180	ADAM R. GROSSMAN,
Attorney for Respondent/Husband	Respondent/Husband
Date: 12/14/10	Date: 14 Dec 2010

09-3-62955-9   DOS 4-15-09

	ASSETS & DEBTS	Exhibit #	Gross Value	Liens & Encumbrances	NET VALUE	TO WIFE		TO HUSBAND	
						COMM	SEPARATE	COMM	SEPARATE
1	6821 39th Ave NE, Seattle	3b	480,000	600,629	-120,629	-120,629			
2	868 Montcrest, Redding, CA	3	227,500		227,500	227,500			
3	20710 Glenview Dr, Cottonwd, CA	3	264,500		264,500			264,500	
4	1679 Strauss Lane, Redding, CA		x		x				x
5	773 Metro Street, Redding, CA		x		x				x
6	Wife's retirement fund	69	152,581		152,581	124,846	27,735		
7	Citibank student loan	3b	-69,201		-69,201			-69,201	
8	Sallie Mae student loan	3b	-66,253		-66,253	-66,253			
9	Amazon.com Chase #7314	286	-5,114		-5,114			-5,114	
10	Slate Chase #6457	287	-5,243		-5,243			-5,243	
11	AAA Chase #3915	289	-24,807		-24,807			-24,807	
12	Discover #0579	270	-7,205		-7,205			-7,205	
13	Citicard #4425	293	-1,832		-1,832			-1,832	
14	MIT BOA #7336	294	-36,552		-36,552				-36,552
15	Costco AmEx	31	-124		-124	-124			
16	AA Visa #7563	31	-9,985		-9,985	-9,985			
17	AA Visa #5286	31	-3,281		-3,281	-3,281			
18	US Air MC #7694	31	-873		-873	-873			
19					0				
20					0				
21					0				
22					0				
23					0				
24					0				
25					0				
26					0				
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43					0				
44					0				
45					0				
46					0				
47					0				
48					0				
49					0				
50					0				
TOTALS - ALL COLUMNS			894,111	600,629	293,482	151,201	27,735	151,098	-36,552
TOTALS - COMMUNITY ONLY					302,299	151,201		151,098	
					MARITAL LIEN >	-52		52	
Wife's percentage (entered by user)		50.0%			Each party's total dollars	151,150		151,150	
Husband's percentage (automatic)		50.0%			Each party's percentage	50%		50%	

Reimbursements owed *outside the division of community property*:

Husband owes wife:		
Husband owes wife:		
Husband owes wife:		
Wife owes husband:		
Wife owes husband:		
Wife owes husband:		
FINAL TRANSFER PAYMENT = MARITAL LIEN + SUM OF REIMBURSEMENTS >	-52	52

EXHIBIT “2”

Agreement of Sale

This is an agreement of sale between Adam R. Grossman and Keywest Financial, LLC.

It is agreed that Adam R. Grossman hereby sells, conveys, and transfers to Keywest all right, title, and interest in the following properties which are his sole and separate property:

1. 2005 Chevrolet Malibu; and,
2. Terrington Davies LLC and all assets thereto; and,
3. Terrington Davies Capital Management LLC and all assets thereto; and,
4. Terrington Davies Tanager Fund LP and all assets thereto; and,
5. Ptarmigan Fund LLC and all assets thereto; and,
6. 100% beneficial interest in 1679 Strauss Lane Family Trust; and,
7. 100% beneficial interest in 773 Metro Way Family Trust; and,
8. 100% beneficial interest in 20710 Glennview Drive Family Trust

and it is agreed that Keywest Financial, LLC shall buy the all right, title, and interest of the above listed properties effective January 1, 2010 for an aggregate price of $400,000 to be paid in sixteen (16) equal quarterly installments of $25,000 starting July 1, 2011.

Mr. Grossman agrees to assist on a part-time consulting basis Keywest Financial, LLC during a transition process of up to 90 days or longer by mutual agreement and agrees to execute any documents necessary to complete all aspects of this sale.

By: Jason White	By: [signature]
Print: Jason White	Print: Adam R Grossman
Title: Managing member, Keywest Fin llc	Title: —
Date: 12-16-2010	Date: 12/14/2010

Keywest Financial, LLC
11950 Jones Bridge Road
115-105
Alpharetta, GA 30005

Adam R. Grossman
5766 27th Ave NE
Seattle WA 98105

Amendment to Agreement of Sale of December 16, 2010

1. The text "on a part-time consulting basis" shall be replaced with the text "without compensation"; and
2. The text "during a transition process of up to 90 days or longer by mutual agreement" shall be replaced by the text "for a period of 60 days for the purpose of completing a smooth transition"; and
3. The text "and hereby through this agreement does buy" shall be inserted after the text "shall buy"; and
4. The text "a Georgia Limited Liability Company" shall be inserted after the first occurrence of "Keywest Financial, LLC"; and
5. The text "a Deleware Limited Liability Company" shall be inserted after the first occurrence of "Terrington Davies LLC";
6. The text "a Deleware Limited Liability Company" shall be inserted after the first occurrence of "Terrington Davies Capital Management LLC"; and
7. The text "a Deleware Partnership" shall be inserted after the first occurrence of "Terrington Davies Tanager Fund LP"; and
8. The text "a Deleware Limited Liability Company" shall be inserted after the first occurrence of "Ptarmigan Fund LLC"; and
9. The text "transfers to Keywest" shall be replaced with "transfers to Keywest Financial, LLC"; and
10. The text "properties" shall be replaced with "properties and assets"; and
11. The text "Mr. Grossman warrants and represents that he is the sole owner of the above properties and assets" shall be added below the last paragraph; and
12. The text "and all assets thereto" shall be replaced with "and all assets owned by said entity"; and
13. The text "2005 Chevrolet Malibu" shall be replaced with the text "2005 Black Chevrolet 4-door Malibu having VIN 1G1ZS52F55F247868"; and
14. The text "Changes described in this amendment shall be retroactive, to the extent permitted by law, to the date of execution of the Agreement of Sale" shall be added below the last paragraph.
15. The text "Keywest Financial agrees to hypothecate the property at 1679 Strauss Lane, Redding, CA and perform any acts necessary for Mr. Grossman to remove his ex-wife's name from the HELOC, refinance, or perform any other action Mr. Grossman is court ordered to perform pursuant to this property."

In the event any language conflicts between the original Agreement of Sale and this Amendment to Agreement of Sale of December 16, 2010, the language in the latter shall supercede and control.

By: Jason White mgn. mem. **By:** [signature]

Date: 12-17-2010 **Date:** 12-15-2010

Keywest Financial, LLC
11950 Jones Bridge Road
115-105
Alpharetta, GA 30005

Adam R. Grossman
5766 27th Ave NE
Seattle WA 98105

# LIMITED LIABILITY COMPANY OPERATING AGREEMENT
for
TERRINGTON DAVIES CAPITAL MANAGEMENT LLC

This Limited Liability Company Operating Agreement (hereinafter referred to as the "Agreement") amends and replaces all previous agreements and is effective June 5, 2009.

PREAMBLE

A. Whereas, the parties to this Agreement desire to form a limited liability company for the purpose hereinafter set forth; and

B. Whereas, by entering into this Agreement the parties desire to provide for (i) the purpose for which the Company is formed; (ii) the division of the Company's net profits and net losses; (iii) the restrictions on the disposition of Company property and Company interests; (iv) the management of the Company's business, (v) the duration of the Company's existence; and (vi) various other matters relating to the Company.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements contained in this Agreement, the parties hereto, intending to be legally bound hereby, agree to form a limited liability company under the laws of the State of Delaware in accordance with the following terms and conditions:

ARTICLE I. FORMATION AND PURPOSE

1.1 Governing Law and Government Filings. The Company shall be formed in accordance with and shall be governed by the laws of the state of Delaware except to the extent that the Act permits variation by agreement of the parties and this Agreement provides for such variations.

1.2 Name. The name of the Company shall be Terrington Davies Capital Management LLC.

1.3 Purpose of the Company. The purpose and business of the Company shall be to engage in any lawful business activity agreed to by the Members and to conduct such other activities as may be necessary or appropriate to promote the business of the Company. The Company may exercise all the powers and privileges either granted or limited under the Act.

1.4 Registered Office: Registered Agent. The name of the registered agent for service of process on the Company in the State of Delaware is 4001 Kennett Pike Ste 134-699, Greenville, DE 19807.

1.5 Principal Place of Business. The Company's principal place of business shall be located at 4001 Kennett Pike Ste 134-699, Greenville, DE 19807 or at such other place as the Members may select from time to time.

ARTICLE II.

agreements or understandings among the parties hereto with respect thereto. No representation, condition or understanding not expressed herein shall be binding upon the parties, unless subsequent to the date hereto and signed by all of the parties hereto. This Agreement may not be amended or modified except by a written instrument signed by a majority in interest of the Members.

11.7 Waiver of Breach. The waiver by any party hereto of a breach of any provision of this Agreement by another party hereto must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other party.

11.8 Authorship. No questions of interpretation or construction concerning this Agreement shall be construed or interpreted for or against any party based on the consideration of authorship.

11.9 Time of the Essence. Time is of the essence of this Agreement.

11.10 Gender. When used in this Agreement, singular terms include the plural as appropriate in the context, and masculine terms include the feminine and neuter genders as appropriate in the context.

11.11 Agreement in Counterparts. This Agreement may be executed in several counterparts and, as executed, shall constitute one Agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Agreement on the date hereinabove.

MEMBER(S):

Adam K. Grossman
June 5, 2009

resigned

Jonathan Bornstein
June 5, 2009

Irene Miller
Dec 17, 2010

EXHIBIT “3”

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA

In re: ADAM GROSSMAN, Debtor.	Case No. 10-19817 (Case Pending in the U.S. Bankruptcy Court Bankruptcy Court for the Western District Of Washington) SUBPOENA DUCES TECUM IN BANKRUPTCY PROCEEDING

TO: Key West Financial, LLC.
11950 Jones Bridge Road, 115-105
Alpharetta, GA 30005
ATTN: Sharon McKinley

YOU ARE COMMANDED to copy the following documents and produce them to the undersigned by the date stated below and at the place stated below. Your copying charges will be reimbursed. You must submit an invoice with the copies indicating how many copies were made. You will be reimbursed at a rate of .15 cents per page.

1. Copies of all communications, agreements or any other form of written documentation between the debtor, or anyone acting for his benefit or on his behalf, and Keywest Financial, LLC., or anyone acting for its benefit or on its behalf including but not limited to emails, letters, texts and any other form of communication, written or electronic.

2. Copies of all communications, agreements or any other form of written or electronic documentation between any entity in which the debtor has an interest including, but not limited to, Terrington Davies Tanager Fund LP, Terrington Davies, LLC., Ptarmigan Real Estate Funds, LLC., Terrington Davies Capital Management, LLC, Adam R.. Grossman & Company, or anyone acting for its benefit or on its behalf, and Keywest Financial, LLC., or anyone acting for its benefit or on its behalf.

3. Copies of all documentation in any form evidencing the transfer of funds to or from the debtor, or anyone acting for his benefit or on his behalf, and Keywest Financial, LLC., or anyone acting for its benefit or on its behalf.

4. Copies of all documentation in any form evidencing the transfer of funds between any entity in which the debtor has an interest including, but not limited to, Terrington Davies

Tanager Fund LP, Terrington Davies, LLC., Ptarmigan Real Estate Funds, LLC., Terrington Davies Capital Management, LLC, Adam R. Grossman & Company, or anyone acting for its benefit or on its behalf, and Keywest Financial, LLC., or anyone acting for its benefit or on its behalf.

5. Copies of all documentation in any form evidencing the transfer of real or personal property between the debtor, or anyone acting for his benefit or on his behalf, and Keywest Financial, LLC., or anyone acting for its benefit or on its behalf.

6. Copies of all documentation in any form evidencing the transfer of real or personal property funds between any entity in which the debtor has an interest including, but not limited to, Terrington Davies Tanager Fund LP, Terrington Davies, LLC., Ptarmigan Real Estate Funds, LLC., Terrington Davies Capital Management, LLC, Adam R.. Grossman & Company, or anyone acting for its benefit or on its behalf, and Keywest Financial, LLC., or anyone acting for its benefit or on its behalf.

7. All documentation of any nature evidencing the acquisition by Keywest Financial, LLC. of any interest in the following real property :

A. 6821 39th Avenue NE, Seattle, WA 98115

B. 1679 Strauss Lane, Redding, California, 96003

C. 773 Metro Way, Redding, CA 96003

D. 2010 Glenview Drive, Cottonwood, CA

Any subpoenaed organization not a party to this proceeding case shall designate one or more officers, directors, or managing agents, or other person(s) who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Fed.R.Civ.P.30(b)(6) made applicable to this proceeding by Rule 7030, Fed.R.Bankr.P. See Rules 1018 and 9014, Fed. R. Bankr. P.

Place:	**Deadline for Production of Documents:**
Wood & Jones, P.S. **303 North 67th Street** **Seattle, WA 98103**	**April 13, 2011**

ISSUING OFFICER SIGNATURE AND TITLE /s/ Denice E. Moewes TITLE: Attorney for the Chapter 7 Trustee,	Date: March 30, 2011

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER:
Denice E. Moewes, Esq., 303 North 67th, Seattle, WA 98103, (206) 623-4382

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

Cc:
(2)(A) A person commanded to produce and permit inspection, copying, testing, or sampling of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.
(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection, copying, testing, or sampling may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to producing any or all of the designated materials or inspection of the premises -- or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect, copy, test, or sample the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production, inspection, copying, testing, or sampling. Such an order to compel shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection, copying, testing, or sampling commanded.
(3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it
(i) fails to allow reasonable time for compliance;
(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held;
(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies; or
(iv) subjects a person to undue burden.
(B) If a subpoena
(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or
(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or
(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1)(A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.
(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which the person ordinarily maintains it or in a form or forms that are reasonably usable.
(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.
(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial-preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information is produced in response to a subpoena that is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, it must take reasonable steps to retrieve it. The person who produced the information must preserve the information until the claim is resolved.